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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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JOHNNY SEGARRA,

Plaintiff,

- against -

UNITED HOOD CLEANING CORP.,

Defendant.

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15-CV-656 (VSB)

ORDER

VERNON S. BRODERICK, United States District Judge:

The Court, having been advised that Plaintiff accepted Defendant's offer of judgment pursuant to Federal Rule of Civil Procedure 68 in this Fair Labor Standards Act ("FLSA") case, requested further information to properly review the settlement. (Docs. 15, 18, 20.) After reviewing the submission submitted by Plaintiff, (Doc. 19),[1] I issued an Order on January 6, 2016, approving the settlement amount, but requested further information necessary to review the provision of attorney's fees, (Doc. 20). On January 21, in response to my Order, Plaintiff filed a letter reiterating his objection to my review of the settlement, including the fees provided for in the accepted offer of judgment.[2] (Doc. 22.)[3] I held a telephonic conference on January 28, 2016 at which counsel for Plaintiff responded to my questions and provided additional information related to the fee request. For the reasons stated herein, I find that the attorney's fees contemplated in the settlement agreement to be fair and reasonable, and I now find the settlement is fair and reasonable

[1] The letter annexed a fee chart and two articles discussing the award of attorney's fees. (Doc. 19, Exs. 1-3.)

[2] Specifically, in his letter, Plaintiff noted his objection to my Order requiring review of the settlement as unwarranted because this case settled pursuant to Rule 68. (Doc. 19 at 1.) To the extent Plaintiff's submission is requesting that I reconsider my prior determination, I decline to revisit my prior ruling, and find that Plaintiff's submission does not meet the strict standard for reconsideration. *See Shrader v. CSX Transp., Inc.*, 70 F.3d 255, 257 (2d Cir. 1995) ("[R]econsideration will generally be denied unless the moving party can point to controlling decisions or data that the court overlooked—matters, in other words, that might reasonably be expected to alter the conclusion reached by the court.").

[3] Plaintiff initially attempted to file his response on January 19 but it was rejected because of a filing error. (Doc. 21.)

in its entirety.

Having already ruled that the settlement amount contemplated by the settlement agreement is fair and reasonable I now turn to consideration of the reasonableness of the requested fee. *See Lliguichuzhca v. Cinema 60, LLC*, 948 F. Supp. 2d 362, 366 (S.D.N.Y. 2013) (noting that, where a settlement agreement includes a provision for attorney's fees, a Court must "separately assess the reasonableness of plaintiffs' attorney's fees . . . ."). The offer of judgment provides for attorney's fees in the amount of $7,540.00, exclusive of costs associated with the litigation. The attorney's fees represent over 50 percent of the total offer amount of $14,000.00. Plaintiff's counsel has submitted fee table purportedly reflecting the number of hours expended—over fifty-one (51) hours. (Doc. 19-1.) Plaintiff's counsel, in his letter accompanying the fee table, asserted that his standard hourly rate is $600. (Doc. 19.)

As counsel stated on the record at the January 28 conference, the fee table reflects the hours worked by Mr. Abdul K. Hassan, who was the only attorney to work on this matter. According to Plaintiff's counsel, the fee table was created with reference to notes Mr. Hassan took contemporaneously with work he undertook on behalf of his client.

As an initial matter, I note that "the most critical factor in determining the reasonableness of a fee award is the degree of success obtained." *Farrar v. Hobby*, 506 U.S. 103, 114 (1992)) (internal quotation marks omitted). An award of fees is not to be reviewed in proportion to the sum of the overall settlement. *See Torres v. Gristede's Operating Corp.*, 519 F. App'x 1, 5 (2d Cir. 2013) (summary order); *see also Kassim v. City of Schenectady*, 415 F.3d 246, 252 (2d Cir. 2005) (dispelling the "notion that a fee may be reduced merely because the fee would be disproportionate to the financial interest at stake in the litigation"). While this case is still at an early stage, Plaintiff's counsel has expended time on at least the following: investigating and researching Plaintiff's claims; appearing at two pre-settlement conferences before me; and negotiating and executing the offer of judgment. Because hourly rates of approximately $175 to $350—depending on experience—for attorneys working on FLSA litigations are typically approved in this District, *see, e.g.*, *Anthony v. Franklin First Fin., Ltd.*, 844 F. Supp. 2d 504, 507-08 (S.D.N.Y. 2012) (awarding fees to Plaintiffs' counsel's firm at rates of $175/hour for associate work and $350/hour for partner work); *Wong v. Hunda Glass Corp.*, No. 09-CV-4402, 2010 WL 3452417, at *3 (S.D.N.Y. Sept. 1, 2010) (awarding $350/hour to attorneys with twelve years' experience), the contemplated award is far from a windfall for Plaintiffs' counsel.[4] Based on this analysis, I find the attorney's fees contemplated in the settlement agreement to be fair and reasonable, and I find the settlement agreement fair and reasonable in its entirety.

The settlement agreement of the parties is hereby APPROVED.

SO ORDERED.

Dated: February 3, 2016
New York, New York

Vernon S. Broderick
United States District Judge

[4] As mentioned above, in the supporting letter, counsel for Plaintiff notes that the retainer agreement provides for a billing rate of $600 per hour. The fees recovered would cover only twelve (12) hours of work at this rate. Even if I apply the low end of the hourly rate range, a rate of $175 per hour, the fee award would compensate Plaintiffs' counsel for fewer than forty-five (45) hours of work; below the fifty-one (51) hours described in the fee table.